



Electronic Records Disclosure and Online Banking Agreement

Effective 08/06/2024

You must read and agree to these terms and conditions prior to using Online Banking.

Electronic Records Disclosure and Online Banking Service Agreement

Please read Parts I and II below carefully and print and retain a copy for your records. Part I informs you of your rights and the terms and conditions associated with receiving certain information electronically. Part II describes the specific terms and conditions applicable to Amalgamated Bank's Online Banking Service including **BILL PAYMENT SERVICES** and Part III describes the Zelle Network® Standard Terms for use in Amalgamated Bank's Online Banking Service.

Your acceptance of the terms and conditions of Parts I and II (demonstrated by clicking the "CONTINUE" button) is required in order for you to be able to enjoy the convenience of Online Banking Services.

Throughout this Electronic Records Disclosure and Online Banking Service Agreement ("Agreement"), the words "Bank," "we," "our" and "us" refer to Amalgamated Bank, and the words "you" and "your" mean the person(s) whose accounts may be accessed through our Online Banking Service ("Online Banking Services"). Any references made to "Eastern Standard Time", "EST" or "New York Time" throughout this Agreement and on any transaction, screen specifically relate to prevailing New York Time. The Online Banking Services consists of those services available through our Online Banking Service, including our Bill Pay (the terms of which are set forth in Part II, Paragraph M below) External Transfers, Zelle® and Mobile Banking Services. If you elect to obtain our External Transfer, Zelle® or Mobile Banking Services, you may be required to enter into additional agreements governing such services.

Part I. Electronic Records Disclosure

A. INTRODUCTION. This is our Electronic Records Disclosure and informs you of your rights and the terms and conditions under which you can enjoy the convenience of Online Banking to receive certain information electronically. When you choose to use our Online Banking Service you will be receiving information in an electronic format. This information will be referred to as the “Records” and includes this Agreement, but it is separate from periodic monthly statements, the terms and conditions of our External Transfer, Zelle® fund transfers, payments, and Mobile Banking Services, if applicable, any required disclosures, including, but not limited to, disclosures required by the Electronic Funds Transfer Act, Gramm - Leach Bliley Act (privacy policy), Truth in Savings Act and all implementing regulations to such statutes, all updates and additions to the Agreement and the terms and conditions of the External Transfer, Zelle® and Mobile Banking Services, and other communications involving our Online Banking Service and your transactions.

B. CONSENT. We need your consent to provide the Records electronically. This Electronic Records Disclosure informs you of your rights and the terms and conditions under which Records will be provided to you electronically. By clicking the “CONTINUE” button, you acknowledge receipt of this Electronic Records Disclosure and agree to the electronic delivery of the Records. If you do not want to receive the Records electronically you should exit the enrollment option on our website and your enrollment process will be discontinued.

C. EQUIPMENT REQUIREMENTS AND SYSTEM ACCESS. The following lists the hardware and software requirements necessary for access to and retention of the Records being provided to you in electronic form. By consenting to receive the Records electronically, you will also be verifying you meet the necessary hardware and software requirements to view the Records.

- A personal computer or other device with Internet access is required to access our Online Banking Services.
- A web browser which supports 128-bit SSL or higher encrypted communications
- Software that permits you to receive and access Portable Document Format (PDF) files, such as Adobe Acrobat Reader (available at <http://www.adobe.com/products/acrobat/readstep2.html>).

Our online banking system will be available twenty-four (24) hours a day, seven (7) days a week unless we are conducting necessary maintenance or upgrades.

D. RIGHT TO PAPER COPIES. At your request we will provide a copy of a Record in a paper-based form. You must submit your request in writing to us at **Amalgamated Bank, 275 Seventh Avenue, New York, NY 10001 Attention: Online Banking Support**. There is no charge for this service. Charges for copies of materials concerning your accounts with us (e.g. request for an additional copy of a periodic statement mailed to you) will be subject to the fee schedule provided with the account.

E. RIGHT TO WITHDRAW CONSENT. You may withdraw your consent to receive the Records electronically at any time by writing to us at **Amalgamated Bank, Online Banking Support, 275 Seventh Avenue, New York, NY 10001**; call us at **800-662-0860** or email us at ab-online@amalgamatedbank.com. If you withdraw you will no longer have access to our Online Banking Services.

F. UPDATING YOUR CONTACT INFORMATION. By consenting to receive any Record electronically you agree to provide us with your electronic contact information, such as your email address, and to promptly update it whenever it changes. You may change your contact information by contacting us in accordance with Part I Paragraph G below.

G. CONTACT US. To update your information or to withdraw your consent to receive Records electronically, write to us at **Amalgamated Bank, Online Banking Support, 275 Seventh Avenue, New York, NY 10001**; call us at **800-662-0860** or email us at ab-online@amalgamatedbank.com.

Part II. Online Banking Services

A. IN GENERAL. This part of the Agreement explains the rules and regulations that govern your Internet transactions through our Online Banking Service (including Bill Pay) and constitutes your Electronic Records Disclosure and Online Banking Agreement agreement to abide by them. Also contained in this part is the information we are required by federal law to provide you about electronic funds transfers pursuant to the Electronic Funds Transfer Act.

B. ELIGIBILITY REQUIREMENTS. Online Banking is for natural persons accessing accounts maintained for consumer purposes, that is primarily for personal, family or household use. To enroll in our Online



Banking Service, you must have at least one account with the Bank. Eligible accounts include checking, savings, money market savings, certificates of deposit, individual retirement accounts. If you have questions about eligibility please contact us at the number listed above. You may also contact us at ab-online@amalgamatedbank.com.

C. YOUR AGREEMENT. You (including anyone you authorize to use the Online Banking Services) agree to comply with the rules, regulations, terms and conditions and operating policies and procedures in effect from time to time that apply to the Online Banking Services. If you do not agree you may not use the Online Banking Services. By using the Online Banking Services, you consent to the electronic transmission of personal financial information and your consent will be deemed to remain in effect until your use of the Online Banking Services is cancelled by you or by us. The rules, regulations, and terms and conditions that govern your deposit accounts shall continue to govern those accounts, except as specifically provided herein. Whenever you use our Online Banking Services or permit any other person to use our Online Banking Services, you are agreeing to the terms and conditions as stated in this Agreement and any amendments we may make to this Agreement, as posted on our website from time to time. You will be informed of any amendments we make to this Agreement as required by law. You should thoroughly review the information contained in this Agreement and make a copy for your records.

D. ENROLLMENT. To enroll and use our Online Banking Services you must follow the enrollment instructions for online banking and submit your enrollment information. By submitting your enrollment information to us you acknowledge and agree that the terms and conditions set forth herein shall apply to our provision of Online Banking Services to you, and you acknowledge that you have received and read the disclosures contained herein. Certain Online Banking Services (such as External Transfers, Bill Pay, Zelle® and Mobile Services) may require additional enrollment through our online banking system. Once the enrollment information has been submitted and accepted by us you will be requested to select your unique User ID and Password. You should safeguard your User ID and Password at all times. You agree not to give or make available your User ID and Password or other means to access your account to any unauthorized individuals. You are responsible for all payments

you authorize using the Online Banking Service.

E. ONLINE BANKING TRANSACTIONS. Through our online banking system, you may conduct the following transactions on your eligible accounts (some of the following functionality may not be available via your mobile device).

- View Account Balance/History – review account balance and account history information.
- Statements – view your online account statements and request hard copies of your statements. You may also request copies of paid checks you have issued.
- Stop Payments – place stop payment orders on checks you have issued.
- Internal Transfer – transfer funds between your accounts with us (any online banking transfers conducted after 10:00pm EST will be posted to your account on the next business day).
- Loan Payments – make payments to your Loan and Line of Credit accounts you may have with us.
- Address Change – submit a change of address form.
- Check Orders – order additional checks for your account(s).
- External Transfers* – transfer funds from your account with us to your account at another financial institution.
- Bill Pay – allows you to pay your bills electronically.

*May be subject to additional terms and additional fees may apply.

F. STATEMENTS. Transactions you make through our Online Banking Services will appear in detail on your regular monthly statements. Monthly Statements will be mailed to the current address or, if selected by you, delivered electronically to your email address you have on file with us. You must notify us in writing if you change your mailing address. To receive monthly statements electronically you will need to enroll in our electronic statement service.

G. TIMELINESS OF INFORMATION. The information made available through our Online Banking Service is the information posted from time to time on our deposit system in the ordinary course of business during New York banking hours and is intended for reference only. Your actual available balance may be lower than your



current balance displayed on the screen. This online balance information is for your informational purposes only and is not the same as your monthly periodic statement. Our official monthly periodic statement will control if there is any conflict with the information displayed on your screen through our online banking system and your monthly periodic statement. We shall not be liable to you for any loss incurred or damage suffered by you as a result of your reliance on such information.

H. ACCOUNT LIMITATIONS. You may make unlimited transfers from your regular checking account(s). The following events will probably never happen, but they are provided for by law: Amalgamated Bank can, at any time, require at least seven (7) days' notice prior to allowing a withdrawal from a NOW, Statement Savings or Money Market Account. There is no limit on the number of transfers you may make from a NOW Account within a statement period. There is no limit on the number of in-person deposits or withdrawals you can make to or from these accounts. Transfers from Commercial Savings and Commercial Money Market Accounts to another account or to third parties by preauthorized, automatic, telephone or Internet banking transfers are limited to six per statement cycle. Exceeding these limits may result in the reclassification or closing of your account.

I. LOAN PAYMENTS. You may make payments to your Loan and Line of Credit accounts you may have with us using your Amalgamated Bank accounts or external Bank accounts. Adding external Bank accounts will require a validation process to be completed. All accepted loan payments will be applied to your loan account in accordance with the terms of your loan agreement with us. There is no charge for the service if you schedule a payment to be drafted from an account you have with us. However, applicable late charges or other fees on your loan account may apply if you schedule a payment to be drafted after your grace period or your other bank does not pay the draft because of insufficient funds or other reasons. We may charge you a fee for any payment that is returned or rejected by your financial institution, subject to applicable law. When you schedule your payment, you authorize us to debit the identified account.

During the payment scheduling process, the system will show you the payment dates that are available. Payments scheduled after the applicable cutoff time or on a non-business day will be processed

the next business day. Cutoff times are displayed when you schedule your payment. Loan payments will be credited to your loan account for the same business day on which the payment was processed. Funds to pay your loan may be withdrawn from the account you specify within one to two business days of the day the payment was processed. Any short payments may be refused. Any payments made from savings and money market accounts are subject to transfer limitations as described in Part II. Paragraph H.

You can stop a scheduled payment by going to the "Schedule Loan Payments" page and deleting or editing the payment, provided your payment has not been processed. One time loan payments or recurring loan payments will be listed on the "Schedule Loan Payments" page. You may delete or edit any payment listed by clicking on the "Delete this payment" link or "Edit this payment" link, respectively. To delete or edit a series of recurring payments click the "Delete the series" link or "Edit the series" link, respectively. Deleting or editing a payment does not relieve you of any obligation to pay your loan in accordance with the loan agreement. If you desire to stop any loan payment that has already been processed, you must contact our Online Banking Support at **800-662-0860**. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days to **Amalgamated Bank, 275 Seventh Avenue, New York, NY 10001, Attention: Online Banking Support**.

J. STOP PAYMENT ORDERS ON CHECKS. You agree that your stop payment orders on checks written from your deposit accounts with us and given through our online banking system shall, when received and accepted by the Bank, have the same effect as written stop payment orders delivered to your Branch. Stop payment orders are effective only for six months unless renewed before the stop order has expired. We will not be liable for any loss that results from payments that are contrary to a stop payment order unless we receive it in enough time to permit us a reasonable opportunity to act before we become legally responsible for making the payment. Stop payment orders submitted to the Bank via the online banking system at or before 3:00 p.m. EST will be processed on the same business day. Stop payment orders submitted after 3:00 p.m. EST will be processed on the following business day.



If you wish to place a stop payment order for same day processing after the cutoff time, you need to contact your branch during regular banking hours.

K. FEES AND CHARGES. There is currently no fee to access our Online Banking Services. However certain fees may apply for conducting certain transactions and using certain online services, such as Expedited Bill Payment. Please review our Fee Schedule that you received when you opened your account(s) to determine the fees and charges that may apply. You can also review our Fee Schedule on www.amalgamatedbank.com. Fees for using Online Banking Services are in addition to the standard charges for your accounts that apply without regard to Online Banking Services. Activity fees that normally apply to your account(s) or other charges such as return item fees or stop payments will remain in effect. These fees and charges have been separately disclosed to you in our Fee Schedule. You are responsible to pay any other charges you may incur in connection with your use of Online Banking Services, such as long-distance charges, data charges, mobile carrier charges or internet service provider fees. You agree to pay any additional fees and charges for Online Banking Services you request that are not covered by this Agreement.

L. MOBILE BANKING SERVICES. Your enrollment in our Online Banking Services may include access to products and services through a mobile device ("Mobile Services"), such as compatible smart phones and tablets. Mobile Services may include without limitation, short message service (SMS) text messaging, mobile web banking, mobile check deposit and banking initiated by means of a downloadable application. By using our Mobile Services, you agree to the following terms and any additional terms and conditions applicable to specific Mobile Services, such as SMS text messaging, mobile check deposit and the downloadable mobile application. You agree that we may send you information relative to Mobile Services through your wireless provider in order to deliver them to you and that your wireless provider is acting as your agent in this capacity. You represent that you are the owner, or authorized user of the mobile device you use to receive the Mobile Services, and that you are authorized to approve the applicable charges. You agree to provide a valid phone number, e-mail address or other delivery location so that we may send you certain information

about your applicable account or otherwise related to Mobile Services. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under the preceding sentence shall survive termination of the Agreement. You understand and agree certain services may not be encrypted and may include confidential information about you such as your account activity or status. Delivery and receipt of information, including instructions for payment, transfer and other move money transactions, through the Mobile Services may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, other parties, or because of other reasons outside of our control. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through the Mobile Services. Additionally, not all of the products, services or functionality described in this Agreement is available through Mobile Services. Therefore, you may not be eligible to use all the products, services or functionality described when you access or try to access them using a mobile device. Functionality may also vary based on the mobile device you use. Information available via the Mobile Services, including balance, transfer and payment information, may differ from the information that is available directly through the online banking website without the use of a mobile device. Information available directly through the online banking website without the use of a mobile device may not be available via the Mobile Services, may be described using different terminology (including capitalized terms used in this Agreement or on our online banking website), or may be more current than the information available via the Mobile Services, including but not limited to account balance information. The method of entering instructions via the Mobile Services may also differ from the method of entering instructions directly through our online website without the use of a mobile device. Processing of payment and transfer instructions may take longer through the Mobile Services. We are not responsible for

such differences, whether or not attributable to your use of the Mobile Services. Your wireless service provider's standard rates apply to Internet (data) access and SMS usage. We do not charge for any content; however, downloadable content may incur additional charges from your wireless provider. Please contact your wireless provider for information about your data and messaging rate plans. Your wireless provider may impose data access, message and/or charge limitations that are outside of our control, for using Mobile Services on your account. All such charges are billed by and payable to your wireless provider. You are responsible for any charges and fees from your wireless provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions of your wireless provider. Certain Mobile Services (or portions thereof) may not be available outside of the United States. If you are using Mobile Services outside of the United States, you are responsible for having access to the appropriate wireless and/or telecommunications networks and are responsible for all associated fees and charges.

M. MOBILE CHECK DEPOSIT

(1) Service. The Mobile Check Deposit Service ("Mobile Deposit") allows you to make deposits of the electronic image of an original paper check or other paper source document payable in U.S. Dollars (hereinafter referred to as, an "Item") to your eligible deposit account(s) with us by capturing an electronic image of the Item with your compatible smart phone or tablet and delivering the electronic image and associated deposit information (an "Image") to us, or our processor. Deposits made through Mobile Deposit are subject to this Part B (hereinafter referred to as, the "Mobile Deposit Agreement") and our Deposit Account Agreement and Disclosure ("Account Agreement"), which governs your deposit account(s) with us.

(2) Limits. We may establish or revise limits on the dollar amount and/or number of Items or deposits that may be transmitted through Mobile Deposit from time to time. You shall be notified of our most current limits through the service when you attempt to submit an Item. You may also review our current limits by visiting our website www.amalgamatedbank.com. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the term and conditions herein, and we will not be obligated

to allow such a deposit at other times.

(3) Eligible items. You agree to scan and deposit only checks drawn on U.S. banks in U.S. dollars.

You agree that you will not use Mobile Deposit to deposit:

- Items payable to any person or entity other than you (i.e., payable to another party and then endorsed to you);
- Items that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn;
- Items payable to you and another party who is not a joint owner on the account;
- Items which exceed the deposit limits disclosed to you by the Bank;
- Items you are not authorized to deposit to your account;
- Items prohibited by the Bank for Mobile Deposit; For a list of unacceptable mobile deposit items, please visit our website www.amalgamatedbank.com
- Items that have previously been submitted through Mobile Deposit or through a remote deposit capture service offered at any other financial institution;
- Any Item that was previously deposited and returned to you; or
- Items which are stale (more than 6 months old) or post-dated (made payable at some point in the future).

(4) Requirements. Each electronic image of an Item must provide all the information on the front and back of the Item at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the Item, MICR-line information, signature(s), any required identification written on the front of the Item and any endorsements applied to the back of the Item. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. Endorsements must be made on the back of the check within one-and one-half inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and "For Mobile Deposit Only". Any loss we incur from a

delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.

(5) Receipt of Deposit. All Images processed for deposit through Mobile Deposit will be treated as “deposits” under the Account Agreement and will be subject to all terms of such agreement. Your Image is deemed to have been received by the Bank when you receive an email confirmation message that your deposit has been approved and processed. Confirmation does not mean that the Image contains no errors or is complete. We are not responsible for any Image that we do not receive. We reserve the right, at our sole discretion, to reject any Image we receive for remote deposit into your account and will not be liable for doing so even if such action causes outstanding checks or other debits to your account with us to be dishonored and returned. We will notify you of Images received and then subsequently rejected. Reason for rejection may include any of the following: incomplete or missing endorsement; illegible check or poor image quality; altered check; or duplicate check. This list is for illustrative purposes only and is not a list of all the reasons that an image of an Item may be rejected. If the Image transmitted to us does not comply with our or our processor’s requirements for content and/or format, we may, in our sole discretion: further transmit the Item and data in the form received from you; repair or attempt to repair the Item or data and then further transmit it; or return the Item and data to you unprocessed and charge back to your account. Following receipt, we may process the Image by preparing a “substitute check” or clearing the Item as an image.

(6) Presentment. The manner in which Items are cleared, presented for payment, and collected shall be done in accordance with the Account Agreement.

(7) Items. After you receive confirmation that we have approved and processed an Image, you agree to safeguard, including securely storing, the Item for 30 calendar days after transmission to us and make the Item accessible to us at our request. Upon our request from time to time, you will deliver to us within 10 calendar days, at your expense, the requested Item in your possession. If

not provided in a timely manner, such amount will be reversed from your account. Promptly after such period expires, you must destroy the Item by first marking it “VOID” and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an Item, the Image will be the sole evidence of the Item. You agree that you will never re-present the Item. You understand that you are responsible if anyone is asked to make a payment based on an Item that has already been paid.

(8) Returned Deposits. As with any non-cash deposit, any credit to your account for Items deposited using Mobile Deposit is provisional. If Items deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that we may charge back the amount of the Item and provide you with an image of the Item, a paper reproduction of the Item or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. You shall not attempt to deposit or otherwise negotiate an Item if it has been charged back to you. We may debit any of your accounts to obtain payment for any Item that has been rejected or returned, for any adjustment related to such Item or for any warranty claim related to such Item, whether or not the rejection, return, adjustment or warranty claim was made timely.

(9) Your Warranties. You represent and warrant to us that:

- Each Image is a true and accurate rendition of the front and back of the imaged Item without any alteration, and the drawer of such Item has no defense against payment of the Item.
- The amount, payee(s), signature(s), and endorsement(s) on the Image and on the Item are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party any Item deposited through Mobile Deposit and no person will receive a transfer, presentment, or return of, or otherwise be charged for, such Item or a paper or electronic representation of the Item such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of any Item

deposited through Mobile Deposit.

- You will properly secure the mobile device you use in connection with Mobile Deposit.
- Any Item deposited by you through Mobile Deposit is authorized by the drawer in the amount stated on the Item and to the payee(s) stated on the Item.
- You are authorized to enforce and obtain payment of all Items deposited through Mobile Deposit. You have possession of the original Item and no party will submit the Item for payment.

With respect to each Image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

(10) Compliance with Law. You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

(11) Unavailability. Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Mobile Deposit is unavailable, you may deposit Items at our branches or at our deposit-taking ATMs.

(12) Funds Availability. Deposits made through Mobile Deposit are subject to the Funds Availability Disclosure set forth in the Account Agreement; however, Items deposited through Mobile Deposit are not eligible for expedited funds availability. In general, funds deposited through Mobile Deposit are available to you on the second business day after you receive a confirmation message that your deposited Image was approved and processed. You should maintain a record of the confirmation message that your deposit was approved and processed until your funds become fully available. Longer delays may apply, please see our Funds Availability Disclosure in the Account Agreement. Deposits made through Mobile Deposit are processed in the same manner as a paper deposit made in a branch and are NOT “electronic direct deposits” for purposes of funds availability. Deposits made through Mobile Deposit

are considered received if approved and processed before 3:30 p.m. Eastern Standard Time (EST). Deposits transmitted through Mobile Deposit and approved and processed by the Bank before 3:30 p.m. EST on a business day will be posted to your account on the same day. Deposits transmitted through Mobile Deposit which are approved and processed after 3:30 p.m. EST or deposits approved and processed on holidays or days that are not our business days, will be posted to your account on the following business day.

(13) Business Days. For determining the availability of your deposits, the Bank’s business days are generally Monday through Friday, excluding Federal banking holidays. The Bank retains the right to change its banking hours and business days from time to time.

(14) Security. You agree you will complete each deposit via Mobile Deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone at 800-662-0860 and with written confirmation if you learn of any loss or theft of any Items deposited through Mobile Deposit. You will ensure the safety and integrity of such Items from the time of receipt until the time of destruction.

(15) Your Responsibility. You are solely responsible for the quality, completeness, accuracy, validity and integrity of each Image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible Images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable Images to us.

(16) Indemnification Obligation. You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees and expenses) arising from or related to your use of Mobile Deposit and/or breach of this Mobile Deposit Agreement. You understand and agree that this paragraph shall survive the termination of this Mobile Deposit Agreement.

(17) DISCLAIMER OF WARRANTIES. YOU

AGREE THAT YOUR USE OF MOBILE DEPOSIT AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF MOBILE DEPOSIT, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT MOBILE DEPOSIT WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN MOBILE DEPOSIT OR TECHNOLOGY WILL BE CORRECTED.

(18) **LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF MOBILE DEPOSIT, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

(19) **Amendments and Termination:** We may restrict and/or cancel, without prior notice, your ability to use Mobile Deposit if we notice any suspicious activity. Under such circumstances, your use of Mobile Deposit will not be reinstated until such problems are resolved. You may terminate this service anytime by sending a written request by electronic mail to: ab-online@amalgamatedbank.com or call us at 800-662-0860. Termination by either party will not affect your obligations hereunder, even if we allow a transaction to be completed after the termination of Mobile Deposit. We may amend or change the terms and conditions for Mobile Deposit at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice.

(20) **Severability.** If any provision of this Mobile

Deposit Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Mobile Deposit Agreement shall not be affected.

(21) **Entire Agreement.** The terms of this Mobile Deposit Agreement, the Account Agreement and other documents incorporated herein by reference, constitutes the entire agreement between the parties as to the Mobile Deposit service.

(22) **Governing Law and Other Terms.** Regardless of where you access Mobile Deposit, or live or work, this Mobile Deposit Agreement, except as otherwise expressly provided for in your Account Agreement or as otherwise required by applicable law, or any dispute arising under this Mobile Deposit Agreement shall be governed by the laws of the State of New York, without regard to its principles of conflicts of laws. You also consent to the exclusive jurisdiction of courts in the City and State of New York in connection with such disputes. You may not assign this Mobile Deposit Agreement to any other party. We may assign this Mobile Deposit Agreement to any future, directly or indirectly, affiliated company. We may also assign or delegate certain of our rights and responsibilities under this Mobile Deposit Agreement to independent contractors or other third-party service providers. We do not waive our rights by delaying or failing to exercise them at any time. The captions of sections in this Mobile Deposit Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Mobile Deposit Agreement.

N. BILL PAYMENT SERVICE

(1) **Bill Pay Service.** Our Bill Pay service allows you to pay your bills electronically. As a general rule, you should avoid the use of the Bill Pay Service for time critical transactions. We will make every effort to process your payments in a timely and accurate manner. We will not be responsible for problems that may develop as a result of your failure to maintain sufficient funds in your account. You are also responsible for any incorrect information provided by you or errors you may have made in setting up your payments. You are responsible for the full amount of any bills paid on your behalf and any related late charges and insufficient funds charges that are the result of your error. Failure to resolve such issues will result in the termination of your service.

(2) Definitions: The following definitions apply to the Bill Pay service:

“Payee” is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

“Payment Instruction” is the information provided by you to the Bill Pay service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Send On Date).

“Payment Account” is the checking account you select to debit for a bill payment to be made.

“Business Day” is every Monday through Friday, excluding Federal Reserve holidays.

“Due Date” is the date reflected on your Payee statement for which the payment is due; it is not the late date or grace period.

“Deliver By Date” is the day you want your Payee to receive your bill payment, unless the Deliver By Date falls on a non-Business Day in which case it will be considered to be the previous Business Day. When initiating a bill payment, the system will inform you of the Delivery By Date based on the Send On Date you select.

“Pending Payment” is a payment that has been scheduled through the Bill Pay service but has not begun processing.

“Send On Date” is the day your payment is initiated and is also the date your payment account will be debited for the scheduled payment. When initiating a bill payment, the system will inform you of the Send On Date.

(3) Payment Scheduling. The earliest possible Deliver By Date for each Payee will be designated within the Bill Pay service when you are scheduling the payment. When scheduling payments you must select a Deliver By Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Delivery By Date that is at least one (1) Business Day before the actual Due Date. Delivery By Dates must be prior to any late payment date or grace period.

(4) Bill Pay Guarantee. Due to circumstances beyond our control, particularly delays in handling and posting payments by Payees or financial

institutions, some transactions may take longer to be credited to your account. We will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under **Part II, Paragraph M.3 (“Payment Scheduling”)** above.

(5) Payment Authorization and Payment Remittance. By providing us with names and account information of Payees to whom you wish to direct payments, you authorize us to follow the Payment Instructions we receive through the payment system. In order to process payments more efficiently and effectively, we may edit or alter payment data or data formats in accordance with Payee directives.

When we receive a Payment Instruction, you authorize us to debit your Payment Account and remit funds on your behalf on the Send On Date so that the funds arrive as close as reasonably possible to the Delivery By Date. You also authorize us to credit your Payment Account for payments returned to us by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Bill Pay service.

We will use our best efforts to make all your payments properly. However, we shall incur no liability and any Service Guarantee shall be void if we are unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of ours, your Payment Account does not contain sufficient funds to complete the transaction, or the transaction would exceed the credit limit of your overdraft account;
- The Bill Pay Service is not working properly, and you know or have been advised about the malfunction before you execute the transaction;
- You have not provided us with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
- Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the bill pay transaction and we have taken reasonable precautions to avoid those circumstances.

Provided none of the exceptions above are applicable, if we cause an incorrect amount of

funds to be removed from your Payment Account or cause funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, we shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

(6) Payment Methods. We reserve the right to select the method in which we remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment or a draft payment (funds remitted to the Payee are deducted from your Payment Account on the Send On Date).

(7) Payment Cancellation Requests. You may cancel or edit any Pending Payment (including recurring payments) by following the directions within the bill pay application. There is no charge for canceling or editing a Pending Payment. Once we have begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

(8) Bill Pay Stop Payment Request. Our ability to process a stop payment request will depend on the bill payment method and whether or not a check has cleared. We may also not have a reasonable opportunity to act on any stop payment request after a bill payment has been processed. If you desire to stop any bill payment that has already been processed, you must contact our Online Banking Support at **800-662-0860**. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days to **Amalgamated Bank, 275 Seventh Avenue, New York, NY 10001, Attention: Online Banking Support**. The charge for each stop payment request will be the current charge for such service as set out in our Fee Schedule. Please review our Fee Schedule at www.amalgamatedbank.com

(9). Prohibited Payments. Payments to Payees outside of the United States or its territories are prohibited through the Bill Pay service.

(10) Exception Payments. Tax payments and court ordered payments may be scheduled through the Bill Pay service; however such payments are discouraged and must be scheduled at your own risk. In no event shall we be liable for any claims or

damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by us. We have no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Bank.

(11) Cancellation or Suspension. In the event you wish to cancel Bill Pay, you may have the ability to do so in accordance with Part II, Paragraph P ("Cancellation and Suspension") below. Any bill payment(s) we have already processed before the requested cancellation date will be completed. All Pending Payments including recurring payments will not be processed once the Bill Pay Service is cancelled.

(12) Payee Limitation. We reserve the right to refuse to pay any Payee to whom you may direct a payment. We will notify you promptly if we decide to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment.

(13) Returned Payments In using Bill Pay, you understand that Payees and/or the United States Postal Service may return payments to us for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. We will use its best efforts to research and correct the returned payment and return it to your Payee, or void the payment and credit your Payment Account. You may receive notification from us.

(14) Bill Pay Limits: There are transaction limits for payments made through the Bill Pay Service. Individual transactions may not exceed \$9,999.99. Daily transactions may not exceed \$20,000. We reserve the right to change from time to time the dollar amount of bill payment you are permitted to make using our Bill Pay Service.

(15) Additional Bill Pay Features. (Additional fees may apply)

(A) Expedited Bill Pay. This additional bill pay feature allows you to pay your bills faster. In most instances, through Expedited Bill Pay you can make a bill payment the next business day. Except as

otherwise set forth below, the terms of the Bill Pay Service apply to Expedited Bill Payments.

(i) **Delivery By Date.** When initiating an Expedited bill payment, the system will inform you of the “Delivery By Date”. The “Delivery By Date” is the date your payment will be received by the Payee.

(ii) **Debiting Your Account.** By using Expedited Bill Pay you acknowledge that your Payment Account will be debited immediately (in real-time) when you initiate the payment request.

(iii) **Limited Payees.** Expedited Bill Pay is not available for all Payees. You can only make bill payment payments to those Payees that have registered with our Expedited bill pay system.

(iv) **No Stopping or Editing Expedited Payments.** You may not stop or edit an Expedited Bill Pay because your payment request is processed immediately.

(v) **No recurring or future Expedited Bill Payments.** You may not schedule recurring payments or payments to occur at a future date using the Expedited Bill Pay feature.

(vi) **Convenience Fee.** Expedited Bill Pay payments may be subject to a convenience fee. Please see our Fee Schedule at www.amalgamatedbank.com for more information. We will notify you of such convenience fee in advance of the payment. If you choose to proceed with the Expedited bill payment, you authorize us to debit your Payment Account in the amount indicated, which will include your bill payment request and the applicable convenience fee. Fees for using the Expedited Bill Pay service are in addition to the standard charges for your Payment Account that apply without regard to your use of the Expedited Bill Pay service.

(vii) **Expedited Bill Pay Limits.** Individual Expedited Bill Pay transactions may not exceed \$5,000.

(B) Bill Delivery and Presentment. This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Service’s electronic bill options, you also agree to the following:

(i) **Information provided to the Payee –** We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally,

it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else’s information to gain unauthorized access to another person’s bill. We may, at the request of the Payee, provide to the Payee your e-mail address, service address, or other data specifically requested by the Payee at the time of activating the electronic bill for that Payee, for purposes of the Payee informing you about service and/or bill information.

(ii) **Activation –** Upon activation of the electronic bill feature we may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

(iii) **Authorization to obtain bill data –** Your activation of the electronic bill feature for a Payee shall be deemed by us to be your authorization for us to obtain bill data from the Payee on your behalf. For some Payees, you will be asked to provide us with your username and password for that Payee. By providing us with such information, you authorize us to use the information to obtain your bill data.

(iv) **Notification –** We will use our best efforts to present all of your electronic bills promptly. In addition to notification within the Bill Pay service, we may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Bill Pay service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

(v) **Cancellation of electronic bill notification –** The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. We will notify your

electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

(vi) **Non-Delivery of electronic bill(s)** – You agree to hold us harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

(vii) **Accuracy and dispute of electronic bill** – We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

(viii) **Payee Liability** – This Bill Delivery and Presentment service does not alter your liability or obligations that currently exist between you and your Payees.

O. EXTERNAL TRANSFERS AND ZELLE® FUND TRANSFERS.

(1) **External Transfers** – You may use our External Funds Transfer Service to transfer funds between your account with us and accounts with other financial institutions. This service requires additional enrollment through online banking and is subject to additional terms and conditions. Additional fees may apply.

(2) **Zelle® fund transfers** – You may use the Zelle® service to transfer funds from your account(s) to another individual by using their mobile phone number or email address. This service requires additional enrollment through mobile banking and is subject to additional terms and conditions. Additional fees may apply.

P. REGULATION E DISCLOSURE STATEMENT FOR ELECTRONIC FUNDS TRANSFERS

(1) **Customer Liability for Unauthorized Electronic Transfers.** Tell us AT ONCE if you believe your Password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus your maximum overdraft line of credit. If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your Password

without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Password, and we can prove we could have stopped someone from using your Password without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement showing such transfer was sent to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money, if you had told us in time. If a good reason (such as a long trip or a hospital stay), kept you from telling us, we will extend the time periods.

(2) **How to Contact Us.** If you believe your Password has been lost or stolen or that someone has transferred or may transfer money from your account without permission call **800-662-0860**, or write to **Amalgamated Bank, 275 Seventh Avenue, New York, NY 10001, Attention: Online Banking Support.**

(3) **Business Days and Support Hours.** For the purpose of these disclosures, our business days are Monday through Friday. Bank holidays, Saturdays and Sundays are not included. While online banking system is available twenty-four (24) hours a day, seven (7) days a week (subject to maintenance and upgrades), our Online Banking Support is available only Monday through Friday, 8 A.M. to 8 P.M. EST or Saturday 9 A.M. EST.- 2 P.M. EST.

(4) **Our Liability For Failure to Make a Transfer.** If we do not properly complete a transaction according to this agreement or any superseding or special agreement with you, we will not be liable in any event for losses or damages in excess of the amount of the transaction. However, there are some exceptions. We will NOT be liable, for instance, if:

- Through no fault of our own, you do not have enough money in your account to make the transfer.
- The transfer would go over the credit limit on your line of credit, if any.
- If you have not given us complete, accurate and current instructions so that we can make a transfer or payment
- The system was not working properly and you knew about the breakdown before you started the

transfer.

- Circumstances beyond our control (such as fire or flood) prevent the transfer from taking place despite reasonable precautions that we have taken.
- You attempted transfers on accounts not authorized or on ineligible accounts.
- The transfer could not be completed due to your mistake.
- The transaction would exceed any limits applicable to the online service you are using
- The funds in your account(s) are not available.
- The funds in your account(s) are subject to legal process, lien, or other encumbrances restricting transfers.
- Your Password has been reported lost or stolen.
- We have good reason to believe the transfer request is unauthorized.
- An account holder is deceased.
- Federal, state or local law prevented us from completing the transfer.

There may be other exceptions provided by applicable law, or in the agreements, disclosures and instructions governing your account(s) provided by us, as amended or modified from time to time

(5) In Case of Error or Questions about Your Electronic Transactions. Telephone the Online Banking Support at 800-662-0860 as soon as you can if you think your statement or transaction record is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appears.

You must:

- Tell us your name and account number(s).
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

You can also write to **Amalgamated Bank, 275 Seventh Avenue, New York, NY 10001, Attention: Online Banking Support.**

If you tell us orally, you may be required to send us your complaint or questions in writing within ten (10) business days.

We will determine whether an error occurred within 10 business days after we hear from you (20 days for new accounts) and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days for new accounts) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days (20 days for new accounts) for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not provisionally credit your account. (An account is considered to be a “new account” if it has been opened for 30 days or less and the account holder has no prior existing transaction account relationship with us.)

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

(6) Disclosure of Information to Third Parties. We will disclose information to third parties about your account(s) or the transfers that you make:

- Where it is necessary for completing transfers or to resolve errors involving your account;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau, merchant or payee;
- In order to comply with government agency or court orders;
- With your written permission; or
- As otherwise provided in our Privacy Policy, a copy of which is available on our website www.amalgamatedbank.com.

Q. CANCELLATION OR SUSPENSION. You may cancel our Online Banking Services at any time by notifying us by email, in writing or calling us. You may submit your instructions via email to ab-online@amalgamatedbank.com, by calling us at **800-662-0860** or by mailing your written request to: **Amalgamated Bank, 275 Seventh Avenue, New York, NY 10001, Attention: Online Banking Support.** We may terminate or suspend your use of our Online Banking Services (or any portion thereof) at any time for any reason. If we do so we will notify you; however, if we find it necessary to terminate or suspend your use of our Online Banking Services (or

any portion thereof) for security reasons, we suspect suspicious activity or because of your abuse of such services (such as multiple overdrafts), we will not provide you with notice in advance. Termination by either party will not affect your obligations under this Agreement, even if we allow a transaction to be completed after the termination of this Agreement.

R. AMENDMENTS. We reserve the right to change or amend the terms of this Agreement and other additional terms and conditions for our Online Banking Services at any time. If we do so, we will provide you with notice as required by law. However, if the change is made for security purposes, we can implement such change without prior notice. You agree that if you continue to use the Online Banking Services after we notify you of any change, you thereby accept the changes to the Agreement and/or additional terms and conditions for Online Banking Services and agree to be bound by this Agreement and/or such other additional terms and conditions for Online Banking Services, as amended.

S. SEVERABILITY. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected.

T. ENTIRE AGREEMENT. This Agreement, including all agreements and other documents incorporated by reference, embodies the entire agreement between the parties. Any oral agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

U. GOVERNING LAW AND OTHER TERMS. Regardless of where you access our Online Banking Services, or live or work, this Agreement, and, except as otherwise expressly provided for in an account, loan or other agreement with us or as otherwise required by applicable law, any information provided through our Online Banking Services and any dispute arising out of or in connection with your use of our Online Banking Services will be governed by the laws of the State of New York, without regard to its principles of conflicts of laws. You also consent to the exclusive jurisdiction of courts in the City and State of New York in connection with such disputes. You may not assign this Agreement to any other party. We may assign this Agreement to any future, directly or indirectly, affiliated company.

We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third party service providers. We do not waive our rights by delaying or failing to exercise them at any time. The captions of sections/paragraphs hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

V. LEGAL NOTICES. We believe the information contained in our website and related links to services such as our Internet Banking and Bill Payment Service is correct and accurate. We will make every reasonable effort to maintain these systems in accordance with industry standards. We do not represent, warrant or guarantee the accuracy, effectiveness or completeness of the information and systems provided on this site. Any link provided from this site to another site does not imply endorsement of any products or services offered through that site. We will not be liable for any damages or losses that may result from the failure of our systems or those of our approved agents. We will not be responsible for losses or damages that may result from your use of our Internet Services such as computer viruses, equipment failure or problems with any software you use to access these services. We do not provide technical support or operating assistance for software not provided by us.

Part III Zelle Network® Standard Terms

1. Description of Services

a. We have partnered with the Zelle Network® (“Zelle”) to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle® or enrolled with another financial institution that partners with Zelle® (each, a “User”) using aliases, such as email addresses or mobile phone numbers (the “Service”). We will refer to financial institutions that have partnered with Zelle® as “Network Banks.”

b. Zelle® provides no deposit account or other financial services. Zelle® neither transfers nor moves money. You may not establish a financial account with Zelle® of any kind. All money will be transmitted by a Network Bank.

c. THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.



2. Eligibility and User Profile

When you enroll to use the Service you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account.

You agree that you will not use the Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments. You agree that you will not authorize a third party to use the Service or share your credentials with a third party to use the Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney.

The Service is intended for personal, not business or commercial use. You agree that you will not use the Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Service with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Service if we believe that you are using the Service for business or commercial purposes, or for any unlawful purpose.

Content Standards: You agree that you will not upload or provide Content or otherwise post, transmit, distribute, or disseminate through the Service any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Zelle®, as determined by Zelle® in its sole discretion; or (f) in Zelle's or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Service, or which may expose us, Zelle® or our respective affiliates or customers to harm or liability of any nature.

Although neither we nor Zelle® have any obligation to monitor any Content, both we and Zelle® have absolute discretion to remove Content at any time and for any reason without notice. We and Zelle® may also monitor such Content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to Content that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any Content, including any loss or damage to any of your Content. We and Zelle® make no representation or warranty that Content uploaded to a User profile accurately identifies a particular User of the Service.

The Service may include functionality for you to add a unique alpha-numeric identifier to your registered User profile to be used in lieu of your phone number or email address when sending or receiving money, which will be your "Zelle® tag." You will be limited to one Zelle® tag per bank account, and each Zelle® tag must have one U.S. mobile phone number or email address associated with it. Your Zelle® tag must meet the Content Standards. You may not select a Zelle® tag that misleads or deceives other Users of the Service as to your identity, or otherwise. Although neither we nor Zelle® have any obligation to monitor User Zelle® tags, both we and Zelle® have absolute discretion to remove a User Zelle® tag at any time and for any reason without notice. We and Zelle® may require you to change your Zelle® tag in our sole discretion, and we may elect to make a Zelle® tag unavailable to you, without any liability to you. We and Zelle® may also monitor User Zelle® tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to a Zelle® tag that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any User Zelle® tags, including any loss or damage caused thereby. We and Zelle® make no representation or warranty that a User Zelle® tag accurately identifies a particular User of the Service. We respect the intellectual property of others and require that users of the Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish Content on the Service that is subject to intellectual property rights claims.



We reserve the right to change or amend the terms of this Agreement. If we do so, we will provide you with notice as required by law. However, if the change is made for security purposes, we can implement such change without prior notice. You agree that if you continue to use Zelle® after we notify you of any change, you thereby accept the changes to the Agreement and agree to be bound by this Agreement.

3. Consent to Share Personal Information (Including Account Information)

By enrolling in Zelle®, you agree that we may share your personal information with Zelle® and other network banks for purposes of completing your transactions. Please see our Privacy Policy provided to you at account opening for full details.

4. Privacy and Information Security

We make security and the protection of your information a top priority. You can access our Privacy Policy at https://www.amalgamatedbank.com/sites/default/files/Privacy_Policy.pdf which is incorporated into and made a part of this Agreement by this reference.

5. Wireless Operator Data

We or Zelle® may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to our third party service provider solely to allow verification of your identity and to compare information you have provided to us or to Zelle® with your wireless operator account profile information for the duration of our business relationship. See Zelle's Privacy Policy, <https://www.zellepay.com/privacy-policy>, for how it treats your data. Please see our Privacy Policy provided to you at account opening for full details on how the bank protects your personal information.

6. Enrolling for the Service

a. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent U.S.

mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers). You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.

b. Once enrolled, you may:

i. authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and

ii. receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Money."

c. If at any time while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Service until you enroll again.

d. Once enrolled, a Z logo will appear on your profile picture for each U.S. mobile number and/or email address that you have enrolled with Zelle®. The Z logo will be displayed to other Users to aid them in determining which of your U.S. mobile numbers or email addresses should be used to send money with Zelle®. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll with Zelle®.

7. Consent to Emails and Automated Text Messages

By participating as a User, you represent that you are the owner of the email address, mobile phone number, Zelle® tag, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number, Zelle® tag and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us, from Zelle®, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Services or related



transfers between Network Banks and you. You agree that we may, Zelle® may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- b. You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either us or Zelle® or that we may send or Zelle® may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle® sends on your behalf may include your name.
- d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle®, including messages that you may send through us or through Zelle® or that we may send or Zelle® may send on your behalf.
- e. To cancel text messaging from us, send STOP to 20736. For help or information regarding text messaging, send HELP to 49794 or contact our customer service at 800-662-0860 or ab-online@amalgamatedbank.com . You expressly consent to receipt of a text message to confirm your "STOP" request.

8. Receiving Money; Money Transfers by Network Banks

Once a User initiates a transfer of money to your email address, mobile phone number, or Zelle® tag enrolled with the Service, you have no ability to stop the transfer. By using the Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled.

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle® and

the other Network Banks, we may need or Zelle® may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e. email, push notification).

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.

9. Sending Money; Debits by Network Banks

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Service by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service. If the person you sent money to has already enrolled with Zelle®, either in the Zelle® mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked.

In most cases, when you are sending money to another User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle® and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle®, either in the Zelle® mobile app or with a Network Bank, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle®, or otherwise ignore the payment notification, and the transfer may not occur.

Sending or receiving money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay

or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e. email, push notification).

We have no control over the actions of other Users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended User.

10. Liability

Neither we nor Zelle® shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle® to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle® shall be liable for any typos or keystroke errors that you may make when using the Service.

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE® TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE® DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

11. Send Limits

There are daily dollar limits for fund transfers associated with the Zelle® Service.

12. Requesting Money

You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle® guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor Zelle® accept responsibility if the other User rejects or ignores your request, or sends you an amount that is less than you request. If a User ignores your request, we may decide or Zelle® may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed

to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle®, its owners, directors, officers agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by Zelle®. Neither we nor Zelle® assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

13. Transaction Errors

If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account held at the Bank without your permission, immediately call 1-800-662-0860, or write to: Amalgamated Bank, 275 7th Avenue, New York, NY 10001, Attention: Online Banking Support.

14. Your Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum overdraft line of credit). If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your password without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement showing such transfer was sent to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money, if you had told us in time.

If a good reason (such as a long trip or a hospital stay), kept you from telling us, we will extend the time periods.

15. Liability for Failure to Complete Transfers

In the event that we at any time incur a problem with your use of the Service, including, without limitation, a failure in attempting to debit your Account or to collect with respect to any of your Zelle® transfers as described herein, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend your right to use the Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect ourselves from loss. In the event of such suspension, you may request reinstatement of your service by contacting us using any of the methods provided under this Agreement. We reserve the right in our sole discretion to grant or deny reinstatement of your use of the Service. In the event we agree to reinstate you, we reserve the right to reinstate you subject to lower per-transaction and monthly dollar limits and/or with other restrictions than otherwise might be available to you. Based upon your subsequent usage of the Service, we in our sole discretion may thereafter restore your ability to effect transfers at our standard transfers limits.

16. Fees

There are no fees associated with the Zelle® service. Please refer to our Fee Schedule for related mobile and online banking fees. Mobile carrier service charges may apply.

17. Use of Our Mobile App

You agree to access this mobile app in compliance with our Mobile Banking Disclosures, which are incorporated into and made part of this Agreement by this reference.

18. Cancellation of the Service

You may contact us at any time to terminate your Service at 800-662-0860, write us at Amalgamated Bank, 275 7th Avenue, New York, NY 10001, Attention: Online Banking Support or email us at ab-online@amalgamatedbank.com. Once you have informed us that you wish to terminate the Service and we have a reasonable opportunity to act on such request your use of the Service will be terminated; provided, you understand and agree that this Agreement will remain in full force and effect for

as long as any Zelle® transfers requested by you have yet to be delivered/paid to the Recipient and you authorize the Bank to complete such transfers unless they are canceled.

If your account with us is terminated for any reason, you will have no further right or access to use the Service for any reason.

19. Right to Terminate Access

We reserve the right, subject to applicable law, to terminate your right to use this service at any time and for any reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate any terms of this Agreement or our rights, or if you provide us with false or misleading information or interfere with other users or the administration of the Services.

20. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, ZELLE® MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. ZELLE® EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. ZELLE® DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK, OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

21. Limitation of Liability

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL ZELLE®, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (III)



UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF ZELLE® HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH ZELLE'S SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF ZELLE®, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK BANKS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

22. Indemnification

You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless Zelle®, its owners, directors, officers, agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Service, or any violation by you of the terms of this Agreement.

23. Governing Law; Choice of Law; Severability

Governing Law and Other Terms. Regardless of where you access Zelle®, or live or work, this Agreement, except as otherwise expressly provided for in your Account Agreement or as otherwise required by applicable law, or any dispute arising hereunder shall be governed by the laws of the State of New York, without regard to its principles of conflicts of laws. You also consent to the exclusive jurisdiction of courts in the City and State of New York in connection with such disputes.

24. Miscellaneous

Subject to the terms of this Agreement, the Services

are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle's control. You may call us at 800-662-0860, Monday through Friday, 8 A.M. to 8 P.M. ET or Saturday 9 A.M. to 2 P.M. ET excluding US bank holidays or email us at ab-online@amalgamatedbank.com.

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